

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:

Chapter 7

BMT DESIGNERS & PLANNERS, INC.,
fdba BMT D&P, fdba BMT fdba BMT DAS US,

Case No. 22-10123 (MG)

Debtor.
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**STIPULATION AND ORDER BETWEEN TRUSTEE AND VIGOR
WORKS LLC EXTENDING VIGOR WORKS LLC'S TIME TO FILE A
PROOF OF CLAIM AGAINST THE DEBTOR'S ESTATE THROUGH
AND INCLUDING OCTOBER 3, 2022**

This stipulation ("Stipulation") is entered into by and between Salvatore LaMonica, solely in his capacity as the Chapter 7 Trustee ("Trustee") of the bankruptcy estate ("Estate") of BMT Designers & Planners, Inc., fdba BMT D&P, fdba BMT fdba BMT DAS US ("Debtor"), and the Vigor Works LLC ("Vigor, along with the Trustee, are "Parties") to extend Vigor's time to file a proof of claim against the Estate through and including October 3, 2022, and for related relief as set forth herein.

RECITALS

i. **Procedural Background**

A. On February 1, 2022 ("Petition Date"), the Debtor filed a voluntary petition under Chapter 7 of Title 11 of the United States Code ("Bankruptcy Code") in the United States Bankruptcy Court, Southern District of New York ("Court").

B. On or about the Petition Date, the Trustee was appointed as the interim Chapter 7 Trustee of the Estate, has since duly qualified and is the permanent Trustee administering this Estate.

C. On May 6, 2022, this Court entered an Order Authorizing the Chapter 7 Trustee to Operate the Debtor's Business and Pay Certain Operating Expenses of the Estate pursuant to Bankruptcy Code section 721 until August 1, 2022 [ECF Dkt. # 72].

D. The last day to file claims against the Estate was May 31, 2022 ("Bar Date").

E. Pursuant to an Order entered on June 24, 2022 [ECF Dkt. # 96], the Trustee's time to assume or reject executory contracts was extended until August 3, 2022 under Bankruptcy Code section 365(d)(1).

ii. The Vigor Contract and Related Subcontracts

F. Prior to the Petition Date, on or about September 28, 2017, the Debtor and Vigor entered a license agreement, as amended and including addendums ("License Agreement") whereby, the Parties worked together to offer their combined vessel design and vessel construction expertise to the United States Army in connection with its replacement of its fleet of Landing Craft Mechanized 8 Mod I and II vessels with a new vessel known as the Maneuver Support Vessel (Light) ("MSV(L)").

G. On September 28, 2017, the United States Army awarded Contract W56HZV-17-D-0086 ("Prime Contract") to Vigor for the design and delivery of the MSV(L).

H. Contemporaneously with the execution and delivery of License Agreement, the Parties, among other things, entered into a Master Subcontract Agreement (MSV(L)) (as it was amended in accordance with its terms, the ("MSVL Subcontract", along with the License Agreement are collectively "Vigor Contract") that describes the terms and conditions under which the Debtor supported Vigor in connection with the Prime Contract, including, creating and modifying the drawings and designs of the MSV(L).

I. Pursuant to the so-ordered stipulation entered on May 24, 2022 [ECF Dkt. # 76], the Court approved the extension of time to assume or reject the Vigor Contract through August 3, 2022.

J. The Parties then agreed to extend the Trustee's time to assume or reject the Vigor Contract and its related Subcontracts for an additional period of time through and including October 3, 2022, subject to Court approval.

K. In addition, the Parties may have claims against one another on account of the Vigor Contract. While the Parties work through such claims, they have agreed to extend the Bar Date for Vigor until October 3, 2022 (to run concurrent with the Trustee's time to assume or reject the Vigor Contract and its related Subcontracts).

TERMS AND CONDITIONS

1. The recitals above are incorporated by reference as if set forth at length herein and the Parties agree to the accuracy thereof.

2. The Bar Date is extended for Vigor through and including October 3, 2022, without prejudice for the Parties to agree to a further extension of time.

3. Nothing herein shall constitute a waiver of any all claims and/or defenses by either Party relating to or deriving from the Vigor Contract, the Subcontracts and/or the Prime Contract.

4. If the Court does not approve this Stipulation, then the Stipulation shall be deemed null and void and of no force and effect, and the Parties to this Stipulation shall retain all rights, claims and/or defenses that they may have against each other.

5. This Court shall retain exclusive jurisdiction over the subject matter of this Stipulation in order to resolve any dispute in connection with the rights and duties specified hereunder.

6. This Stipulation may be executed in any number of counterparts, any and all of which shall be deemed to be original. The Parties shall be bound by their signatures transmitted by facsimile or electronic mail (in pdf format) as if such signatures were original “ink” signatures.

Dated: July 15, 2022
Wantagh, New York

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Dated: July 19, 2022
Seattle, Washington

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SO ORDERED, on the ___ day of July, 2022

Honorable Martin Glenn
Chief United States Bankruptcy Judge